

12. CERTIFICATE OF OCCUPANCY

No certificates of occupancy shall be granted until such time as the off-site improvements have been completed to the satisfaction of the Director of Development Services, and in accordance with this agreement. The granting of a certificate of occupancy does not relieve DEVELOPER of its obligations in this agreement.

The granting of a certificate of occupancy does not imply that the off-site improvements have been properly completed nor authorize the release of the performance bond or other security.

13. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director of Development Services, of all of the off-site improvements required to be constructed by DEVELOPER as herein provided, DEVELOPER shall be issued a certificate of release of said performance bond or cash deposit, which shall be issued by the Director of Development Services.

14. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this agreement are undertaken solely to insure compliance with the terms of this agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. Provisions in this agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

15. ASSIGNMENTS

DEVELOPER cannot assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY and it is agreed that any attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void at the option of the COUNTY.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this agreement will be recorded upon the land described in Exhibit "A" and this agreement shall also be binding upon and inure to

the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns. DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. WAIVER

None of the conditions of this agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

DEVELOPER:

Sign

KEVIN KAYO FOL RHODES RANCH CO.
Print Name

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me this 21st
day of February, 2007, by

KEVIN KAYO
RHODES RANCH CO.
(Developer)

NOTARY PUBLIC in and for said County and State

NOTARY STAMP: CRYSTAL LYNN HAWKINS
Notary Public State of Nevada
No. 03-85327-1
My appt. exp. Nov. 17, 2007

CORPORATE CERTIFICATE

I, _____
certify that I am the Secretary of the Corporation named
as Developer in the foregoing document; that

was then President/Vice President of said corporation;
that said document was duly signed for and on behalf of
said corporation by authority of its governing body and
is within the scope of its corporate powers.

SECRETARY

- FOR COUNTY USE ONLY -

COUNTY OF CLARK, a political subdivision of the State
of Nevada

BY ROBERT B. THOMPSON, Assistant Director
DEPARTMENT OF DEVELOPMENT SERVICES

STATE OF NEVADA
COUNTY OF CLARK

Signed or attested before me on this 7th day of
MARCH, 2007,
by ROBERT B. THOMPSON.

NOTARY PUBLIC in and for said County and State

NOTARY STAMP:

MARK MIKOLAITIS
Notary Public State of Nevada
No. 06-103285-1
My appt. exp. Feb. 1, 2010



APN 176-17-399-001, 002 & 005, AND APN 176-17-801-019

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS THE LIMITS OF THE DEVELOPER IMPROVED AREA FOR BOND ESTIMATE IN SUPPORT OF THE "RHODES RANCH PARCEL 20" PROJECT.

DESCRIPTION

A PORTION OF SEELIGER STREET AS SHOWN BY MAP THEREOF IN BOOK 132, PAGE 41 OF PLATS IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE ALONG THE NORTH LINE THEREOF, NORTH 89°26'20" WEST, 660.67 FEET TO THE POINT OF BEGINNING ON A LINE 30.00 FEET EAST OF AND PERPENDICULAR TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE PARALLEL WITH THE WEST LINE OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17, SOUTH 00°53'01" WEST, 0.17 FEET TO A POINT ON A LINE 30.00 FEET EAST OF AND PERPENDICULAR TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE PARALLEL WITH THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17, SOUTH 00°53'14" WEST, 655.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE ALONG SAID SOUTH LINE, NORTH 89°16'10" WEST, 60.00 FEET TO A POINT ON A LINE 30.00 FEET WEST OF AND PERPENDICULAR TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE PARALLEL WITH THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17, NORTH 00°53'14" EAST, 656.09 FEET TO A POINT ON A LINE 30.00 FEET WEST OF AND PERPENDICULAR TO THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE PARALLEL WITH THE WEST LINE OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17, NORTH 00°53'01" EAST, 1091.15 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 14.50 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 61°05'48", AN ARC LENGTH OF 15.46 FEET TO POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 29°47'13" EAST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 45.50 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 241°05'48", AN ARC LENGTH OF 191.46 FEET TO A POINT ON A LINE 30 FEET EAST OF AND PERPENDICULAR TO THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE PARALLEL WITH THE EAST LINE OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17, SOUTH 00°53'01" WEST, 1143.51 FEET TO THE POINT OF BEGINNING.

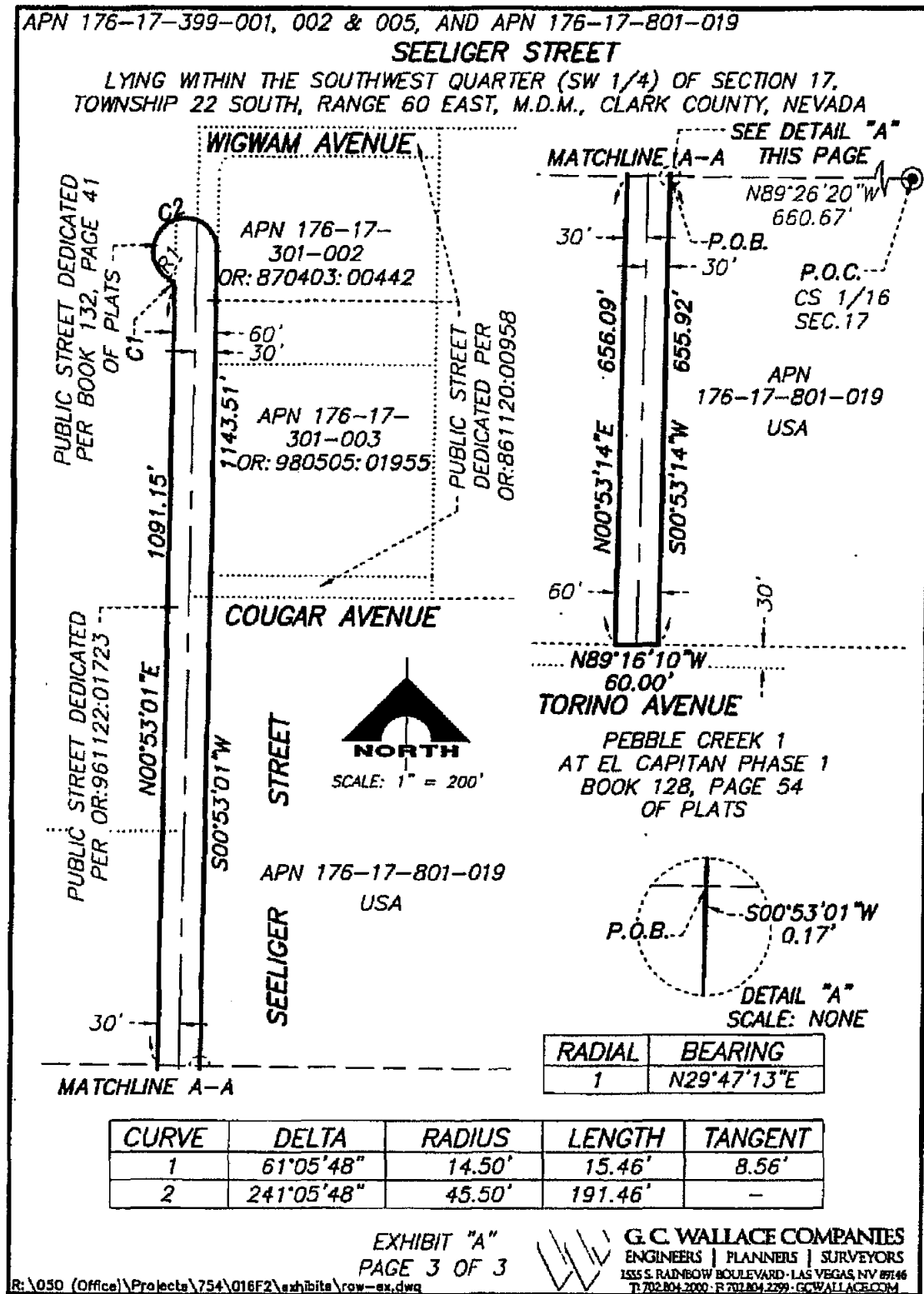
CONTAINING 2.58 ACRES.

BASIS OF BEARINGS

SOUTH 00°29'33" WEST, BEING THE BEARING OF THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN BY MAP THEREOF IN BOOK 132, PAGE 41 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

R:\050 (Office)\Projects\754\016F2\Legal\Now-ex.doc PAGE 2 OF 3
3/6/2007 By: OMS Ckd. By: ss

6655 SOUTH CIMARRON ROAD. / LAS VEGAS, NEVADA 89113 / TELEPHONE: (702) 804-2000 / FAX: (702) 804-4379
SUMMERLIN OFFICE FAX: (702) 804-2295 • RAINBOW OFFICE FAX: (702) 804-2299



06-37497
BOND



**CLARK COUNTY DEPARTMENT OF PUBLIC WORKS
DEVELOPMENT OF OFF-SITE IMPROVEMENTS
PERFORMANCE BOND**

08840999

That Rhodes Ranch General Partnership as
Principal, of 4730 S. Ft. Apache - #300
City of Las Vegas, NV 89147
County of Clark
and Fidelity and Deposit Company
of Maryland as Surety, a corporation incorporated and doing
business under the laws of the State of Maryland and licensed to
conduct, transact and issue Surety business in the State of Nevada, are held and firmly bound
to Clark County, Nevada, as Oblige, in the sum of three hundred eighty nine thousand four
hundred fifty five and 31/100 (\$ 389,455.31) Dollars, for the payment of the sum
well and truly to be made, and jointly and severally bind themselves, their heirs, successors,
assigns, executors, administrators and legal representatives firmly by these presents.

CONDITIONS

Unit 11

1. Principal, as a condition of the development of the Rhodes Ranch Parcel 10 - project,
entered into a written agreement or agreements ("improvement agreement(s)") with said
Oblige to complete the required improvements specified in said improvement agreement(s)
identified as Offsite Improvements HTE # 06-37497, dated _____, and _____
dated _____, and are attached hereto and by this
reference incorporated herein.
2. If Principal fully and completely performs all of its obligations required by the said improvement
agreement(s) during the original term thereof, or any extension of said term that may be
granted by the Oblige with or without notice to the Surety, this obligation shall be voided;
otherwise this obligation shall remain in full force and effect.
3. This obligation will continuously remain in full force and effect until and unless all of the
conditions in the said improvement agreement(s) are fulfilled and completed to the satisfaction
of the Oblige.
4. The provisions of this obligation shall be interpreted in manner consistent with the
requirements of the Clark County Code, including, but not limited to, Chapter 30.32, which by
this reference is incorporated herein.
5. Surety hereby waives notice of any changes, modifications, or additions to the obligations
specified in said improvement agreement(s).

6. Any deviations, additions, or modifications to the obligations of the improvement agreement(s) may be made without the consent or knowledge of Surety and without in any way releasing Surety from liability under this bond.
7. In case of default by Principal, Surety may assure and complete or procure completion of the obligations of Principal, and Surety will be subrogated and entitled to all the rights and properties of Principal arising out of the improvement agreement(s).

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Westmont, IL, ~~Nevada~~ this September 18 2006.

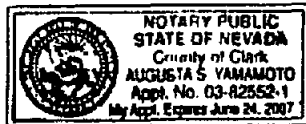
Rhodes Ranch
PRINCIPAL: General Partnership

BY: [Signature]

State of Nevada
County of Clark

This instrument was acknowledged before me on October 2nd, 2006, by Kevin Kato as V.P. of Finance of Rhodes Ranch G.P. (Principal).

[Signature]
NOTARY PUBLIC in and for said County and State



BY: [Signature] 221573

Constance B Cantin, Nevada Resident Agent

Fidelity and Deposit
SURETY: Company of Maryland

BY: [Signature]

Peggy Faust, Attorney-in-Fact

State of ~~Nevada~~ ILLINOIS
County of ~~Clark~~ DUPAGE

This instrument was acknowledged before me on September 18, 2006, by Peggy Faust as Attorney-in-Fact for Fidelity and Deposit Company of Maryland (Surety).

[Signature]
NOTARY PUBLIC in and for said County and State.



Brown & Brown Insurance of NV

2340 Corporate Circle

Henderson, NV 89074

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Peggy FAUST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSE, Jennifer J. MCCOMB, Elaine MARCUS, James I. MOORE, Dawn MORGAN, Melissa SCHMIDT and Irene DIAZ, all of Westmont, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of each bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regular elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Peggy FAUST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSE, Jennifer J. MCCOMB, Elaine MARCUS, James I. MOORE, Dawn MORGAN, Mary Beth PETERSON, dated March 6, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 24th day of April, A.D. 2006.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



Gerald F. Haley

By:

Theodore G. Martinez

Gerald F. Haley Assistant Secretary Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 24th day of April, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2007

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

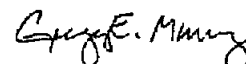
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

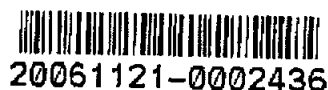
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 18th day of September, 2006.



Assistant Secretary

06-37497
OSIA



APN: 176-08-201-011

HTE #: 06-37497

When recorded return to:
Bonding
Clark County Development Services
Civil Engineering Division

(D9)

Fee: \$0.00

H/C Fee: \$0.00

11/21/2006

11:58:27

T20060205814

Requestor:

DEVELOPMENT SERVICES CLARK COUNTY

Charles Harvey

ARO

Clark County Recorder

Pgs: 9



**CLARK COUNTY
DEPARTMENT OF DEVELOPMENT SERVICES**

OFF-SITE IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of NOVEMBER,
20 06, by and between:

Rhodes Ranch GP
whose mailing address is:

4730 S Fort Apache
Suite 300
LAS Vegas, NV 89147

hereinafter referred to as DEVELOPER and CLARK COUNTY, NEVADA, hereinafter
referred to as COUNTY, for construction of off-site improvements at the following location:

Cross Streets: Quarter Horse and Pine Shores

Assessor's Parcel Number: 176-08-201-011

WHEREAS, DEVELOPER has submitted a plan to the COUNTY for a

offsite improvements
(type of development); and

WHEREAS, the COUNTY requires construction of certain off-site
improvements as part of said development.

NOW, THEREFORE, the parties to this agreement for and in consideration of
the mutual promises herein contained and for other good and valuable considerations, do

hereby agreed as follows:

1. OFF-SITE IMPROVEMENTS

The DEVELOPER, at his own cost, shall perform and complete all off-site work and improvements which may consist of, but not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments,

Per HTE 06-37497

etc., hereinafter referred to as off-site improvements, said off-site improvements shall be constructed in accordance with applicable ordinances, regulations, standards and specifications, and other requirements of CLARK COUNTY, NEVADA.

2. PLANS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES

No off-site improvements shall commence until:

- (a) off-site improvement plans have been approved by the Director of DEVELOPMENT SERVICES or his authorized representative;
- (b) one-hundred percent (100%) of the plan-check and inspection fees have been paid;
- (c) performance security executed as required by CLARK COUNTY ordinances; and
- (d) an off-site permit has been issued by the Director of DEVELOPMENT SERVICES, or his authorized representative.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK

The DEVELOPER shall notify the Director of Development Services no less than 24 hours in advance of the date and hour work on any of the following items is expected to begin, and thereafter if conditions develop to delay the start of work, the DEVELOPER agrees to notify the Director of Development Services of the delay not less than two hours before work is scheduled to begin:

- Placing sewer, water, gas, power, telephone lines and fire hydrants.
- Back-filling of sewer, water, gas, power and telephone lines.
- Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations and alley gutters.

- Placing Type I and Type II gravel base course.
- Priming base course.
- Placing street lighting and burn testing.
- Placing street name signs and traffic control signs.

4. APPROVAL OF WORK AFTER INSPECTION

- (a) Whenever the Director of Development Services or his duly authorized representative inspects portion of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the Director of Development Services or his duly authorized representative shall issue a statement of inspection which shall permit the DEVELOPER to perform the next phase of the construction. Ordinarily, not less than one continuous block of any one of the items of work mentioned will be approved.
- (b) Inspection and approval of any item of work shall not forfeit the right of the COUNTY to require the corrections of quality, workmanship or materials at any time prior to the final acceptance of the project by the Director of Development Services, although previously approved by an oversight.
- (c) Nothing herein shall relieve the DEVELOPER of the responsibility for proper construction of the off-site improvements and DEVELOPER shall maintain said improvements until the work has been accepted by the Director of Development Services.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole expense, provide for adjustments necessary to all existing utilities because of the work required by this agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all off-site improvements in accordance with the regulations, specifications, and ordinances of the said County of Clark, and the construction plans approved by Clark County Development Services Department.

The DEVELOPER shall obtain all required permits from other County, State, and Federal agencies, including but not limited to Clark County Health District, Nevada Department of Environmental Protection, and United States Army Corps of Engineers.

The COUNTY shall have the right to require corrections to the construction plans by the DEVELOPER at any time before release of the bond (performance bond, cash deposit, or agreement in lieu of bond) required herein, of any item or items contained in this agreement which do not conform to COUNTY standard specifications, laws, regulations or ordinances, even though the plans for the item in question may have been approved by the Director of Development Services.

The DEVELOPER shall start said off-site improvements upon receipt of a COUNTY-approved off-site permit and said off-site improvements shall be completed prior to expiration of said permit in accordance with the required ordinances.

In the event the DEVELOPER fails to complete said improvements within said period or in the event the DEVELOPER in the COUNTY's opinion has created a safety hazard, the COUNTY, at its option, may proceed to complete said improvements at the expense of the DEVELOPER. The COUNTY may use the required performance bond as provided for hereinafter.

7. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the above requirements, any and/or all such conditions, stipulations and agreements made by the DEVELOPER and the Board of County Commissioners and/or County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and the County of Clark.

The DEVELOPER shall maintain, protect and take care of all work areas for the project, including any adjacent existing improvements, until its completion and acceptance by Clark County. Maintenance of any inhabited area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and keeping the gutters free of dirt and debris.

During move-in, construction and move-off, the DEVELOPER shall keep the site free and clear from dangerous accumulation of rubbish and debris and shall maintain sufficient and proper barricades, lights, etc., in accordance with the latest manual on the placement of traffic control devices accepted by the Department of Development Services for the protection of the public. Also, after excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and in the opinion of the Director of Development Services is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director of Development Services may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way. If a detour is needed, the Director of Development Services shall determine to what extent it shall be maintained, which

shall include the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area (falling under this agreement) and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the Director of Development Services.

8. LIABILITY

The DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including but not limited to reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage is due to or arises in connection with or as a result of any work done by the DEVELOPER in connection with the construction of the off-site improvements, and/or arises of or in connection with DEVELOPER's performance or failure to perform the terms and conditions of this agreement. This Section 8 survives termination or completion of this agreement.

9. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS

Upon completion of all the off-site improvements within the COUNTY right-of-way required hereby and prior to release of any performance security, the DEVELOPER shall furnish the Director of Development Services with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

10. WARRANTY

The DEVELOPER is responsible should any original or developed defects or failures appear within a period of one year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director of Development Services and/or the Director of Public Works.

This agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the street improvements, including any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including but not limited to damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, (N.R.S. 11.204).

11. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

DEVELOPER shall furnish without cost to the COUNTY a surety and performance bond, cash deposit or agreement in lieu of bond for the full cost of said off-site improvements in favor of the COUNTY conditioned upon the DEVELOPER completing said off-site improvements within the time period prescribed by this agreement. Also, in the event the COUNTY exercises its option to complete said off-site improvements, that said bond, cash deposit or agreement in lieu of bond shall be used for the payment of the costs of completion of said off site improvements by the COUNTY in case the DEVELOPER fails to do so within said time period.

If the construction or installation of any off-site improvements or facilities for which a bond, cash deposit or agreement in lieu of bond is posted are not completed within the time frame of the off-site permit issued for the development; or if the DEVELOPER has suspended work and has failed to provide continued construction during the past 60 days; or if in the event the DEVELOPER, in the COUNTY's opinion, has created a safety hazard; or if such construction is not in accordance with applicable standards and specifications as prescribed by law, then, in either or any such event, the COUNTY may, at its option, proceed to complete said off site improvements at the expense of the DEVELOPER under this bond as provided for hereinafter.

That DEVELOPER acknowledges that the bond provided for in this agreement to construct the off-site improvements is only based upon an estimate of their cost by the Engineer of the County and in the event that actual cost of said off-site improvements shall exceed such sum, DEVELOPER is in no way relieved by this agreement from paying the entire amount of such excess.

Any application for release of said bond or cash deposit upon the completion of the off-site improvements by the DEVELOPER shall not be granted unless accompanied by a written certificate from the Director of Development Services stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this agreement.

12. CERTIFICATE OF OCCUPANCY

No certificates of occupancy shall be granted until such time as the off-site improvements have been completed to the satisfaction of the Director of Development Services, and in accordance with this agreement. The granting of a certificate of occupancy does not relieve DEVELOPER of its obligations in this agreement.

The granting of a certificate of occupancy does not imply that the off-site improvements have been properly completed nor authorize the release of the performance bond or other security.

13. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director of Development Services, of all of the off-site improvements required to be constructed by DEVELOPER as herein provided, DEVELOPER shall be issued a certificate of release of said performance bond or cash deposit, which shall be issued by the Director of Development Services.

14. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this agreement are undertaken solely to insure compliance with the terms of this agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. Provisions in this agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

15. ASSIGNMENTS

DEVELOPER cannot assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY and it is agreed that any attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void at the option of the COUNTY.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this agreement will be recorded upon the land described in Exhibit "A" and this agreement shall also be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors,

and assigns. DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. WAIVER

None of the conditions of this agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

STATE OF NEVADA)
COUNTY OF CLARK) SS

This instrument was acknowledged before me this
2nd day of October

2006, by Kevin Kato, VP of Finance
Rhodes Ranch General Partnership

NOTARY PUBLIC in and for said County and State.

CORPORATION CERTIFICATE

I, _____, certify that I am
the Secretary of the Corporation named as
Developer in the foregoing document; that

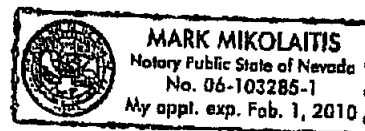
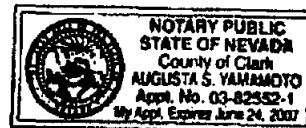
_____ was
then President/Vice President of said corporation;
that said document was duly signed for and on
behalf of said corporation by authority of its
governing body and is within the scope of its
corporate powers.

SECRETARY

DEVELOPER:

[Signature] VP of Finance
Rhodes Ranch General Partnership

NOTARY STAMP:



-- FOR COUNTY USE ONLY --

STATE OF NEVADA)
COUNTY OF CLARK) SS

Signed or attested before me on this 15th day
of NOVEMBER 2006 by
Robert B. Thompson

NOTARY PUBLIC in and for said County and State

COUNTY OF CLARK, a political subdivision
of the State of Nevada

BY [Signature]
ROBERT B. THOMPSON
DEPARTMENT OF DEVELOPMENT
SERVICES

BCC standard form approved July 16, 2002

Legal Description:
APN 176-08-201-011

The West Half (W ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 8, Township 22 South, Range 60 East, Mount Diablo Meridian, Nevada.

06-37497
BOND

**CLARK COUNTY DEPARTMENT OF PUBLIC WORKS
DEVELOPMENT OF OFF-SITE IMPROVEMENTS
PERFORMANCE BOND**

08840999

That Rhodes Ranch General Partnership as
Principal, of 4730 S. Ft. Apache - #300
City of Las Vegas, NV 89147
County of Clark
Fidelity and Deposit Company
and of Maryland as Surety, a corporation incorporated and doing
business under the laws of the State of Maryland and licensed to
conduct, transact and issue Surety business in the State of Nevada, are held and firmly bound
to Clark County, Nevada, as Obligee, in the sum of three hundred eighty nine thousand four
hundred fifty five and 31/100 (\$ 389,455.31) Dollars, for the payment of the sum
well and truly to be made, and jointly and severally bind themselves, their heirs, successors,
assigns, executors, administrators and legal representatives firmly by these presents.

CONDITIONS

1. Principal, as a condition of the development of the Rhodes Ranch Parcel 10 - Unit 11 project,
entered into a written agreement or agreements ("improvement agreement(s)") with said
Obligee to complete the required improvements specified in said improvement agreement(s)
identified as Offsite Improvements HTE # 06-37497, dated _____, and _____
dated _____, and are attached hereto and by this
reference incorporated herein.
2. If Principal fully and completely performs all of its obligations required by the said improvement
agreement(s) during the original term thereof, or any extension of said term that may be
granted by the Obligee with or without notice to the Surety, this obligation shall be voided;
otherwise this obligation shall remain in full force and effect.
3. This obligation will continuously remain in full force and effect until and unless all of the
conditions in the said improvement agreement(s) are fulfilled and completed to the satisfaction
of the Obligee.
4. The provisions of this obligation shall be interpreted in manner consistent with the
requirements of the Clark County Code, including, but not limited to, Chapter 30.32, which by
this reference is incorporated herein.
5. Surety hereby waives notice of any changes, modifications, or additions to the obligations
specified in said improvement agreement(s).

6. Any deviations, additions, or modifications to the obligations of the improvement agreement(s) may be made without the consent or knowledge of Surety and without in any way releasing Surety from liability under this bond.
7. In case of default by Principal, Surety may assure and complete or procure completion of the obligations of Principal, and Surety will be subrogated and entitled to all the rights and properties of Principal arising out of the improvement agreement(s).

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Westmont, IL, ~~Nevada~~, this September 18, 2006.

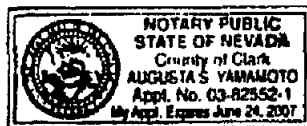
Rhodes Ranch
PRINCIPAL: General Partnership

BY: [Signature]

State of Nevada
County of Clark

This instrument was acknowledged before me on October 2nd, 2006, by Vain Koro as V.P. of Finance of Rhodes Ranch G.P. (Principal).

[Signature]
NOTARY PUBLIC in and for said County and State



BY: [Signature] 221573

Constance B Cantin, Nevada Resident Agent

Fidelity and Deposit
SURETY: Company of Maryland

BY: [Signature]

Peggy Faust, Attorney-in-Fact

State of ~~Nevada~~ ILLINOIS
County of ~~CLARK~~ DUPAGE

This instrument was acknowledged before me on September 18, 2006, by Peggy Faust as Attorney-in-Fact for Fidelity and Deposit Company of Maryland (Surety).

[Signature]
NOTARY PUBLIC in and for said County and State.



Brown & Brown Insurance of NV

2340 Corporate Circle

Henderson, NV 89074

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint Peggy FAUST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSE, Jennifer J. MCCOMB, Elaine MARCUS, James I. MOORE, Dawn MORGAN, Melissa SCHULTZ and Irene DIAZ, all of Westmont, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of each bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney, revokes that issued on behalf of Peggy FAUST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSE, Jennifer J. MCCOMB, Elaine MARCUS, James I. MOORE, Dawn MORGAN, Mary Beth PETERSON, dated March 6, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 24th day of April, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gerald F. Haley

By:

Theodore G. Martinez

Gerald F. Haley Assistant Secretary Theodore G. Martinez

State of Maryland } ss:
City of Baltimore }

On this 24th day of April, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2007

POA-F 036-0013A

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

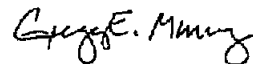
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 18th day of September, 2006



Assistant Secretary

06-37497
05IA



APN: 176-08-201-011

HTE #: 06-37497

When recorded return to:
Bonding
Clark County Development Services
Civil Engineering Division

(D⁹)

Fee: \$0.00

H/C Fee: \$0.00

11/21/2006

11:58:27

T20060205814

Requestor:

DEVELOPMENT SERVICES CLARK COUNTY

Charles Harvey

ARO

Clark County Recorder

Pgs: 9



**CLARK COUNTY
DEPARTMENT OF DEVELOPMENT SERVICES**

OFF-SITE IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of NOVEMBER, 20 06, by and between:

Rhodes Ranch GP
whose mailing address is:

4730 S Fort Apache
Suite 300
LAS VEGAS, NV 89147

hereinafter referred to as DEVELOPER and CLARK COUNTY, NEVADA, hereinafter referred to as COUNTY, for construction of off-site improvements at the following location:

Cross Streets: Quarter Horse and Pine Shores

Assessor's Parcel Number: 176-08-201-011

WHEREAS, DEVELOPER has submitted a plan to the COUNTY for a

offsite improvements
(type of development); and

WHEREAS, the COUNTY requires construction of certain off-site improvements as part of said development.

NOW, THEREFORE, the parties to this agreement for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do

hereby agreed as follows:

1. OFF-SITE IMPROVEMENTS

The DEVELOPER, at his own cost, shall perform and complete all off-site work and improvements which may consist of, but not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments,

Per HTE 06-37497

etc., hereinafter referred to as off-site improvements, said off-site improvements shall be constructed in accordance with applicable ordinances, regulations, standards and specifications, and other requirements of CLARK COUNTY, NEVADA.

2. PLANS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES

No off-site improvements shall commence until:

- (a) off-site improvement plans have been approved by the Director of DEVELOPMENT SERVICES or his authorized representative;
- (b) one-hundred percent (100%) of the plan-check and inspection fees have been paid;
- (c) performance security executed as required by CLARK COUNTY ordinances; and
- (d) an off-site permit has been issued by the Director of DEVELOPMENT SERVICES, or his authorized representative.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK

The DEVELOPER shall notify the Director of Development Services no less than 24 hours in advance of the date and hour work on any of the following items is expected to begin, and thereafter if conditions develop to delay the start of work, the DEVELOPER agrees to notify the Director of Development Services of the delay not less than two hours before work is scheduled to begin:

- Placing sewer, water, gas, power, telephone lines and fire hydrants.
- Back-filling of sewer, water, gas, power and telephone lines.
- Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations and alley gutters.

- Placing Type I and Type II gravel base course.
- Priming base course.
- Placing street lighting and burn testing.
- Placing street name signs and traffic control signs.

4. APPROVAL OF WORK AFTER INSPECTION

- (a) Whenever the Director of Development Services or his duly authorized representative inspects portion of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the Director of Development Services or his duly authorized representative shall issue a statement of inspection which shall permit the DEVELOPER to perform the next phase of the construction. Ordinarily, not less than one continuous block of any one of the items of work mentioned will be approved.
- (b) Inspection and approval of any item of work shall not forfeit the right of the COUNTY to require the corrections of quality, workmanship or materials at any time prior to the final acceptance of the project by the Director of Development Services, although previously approved by an oversight.
- (c) Nothing herein shall relieve the DEVELOPER of the responsibility for proper construction of the off-site improvements and DEVELOPER shall maintain said improvements until the work has been accepted by the Director of Development Services.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole expense, provide for adjustments necessary to all existing utilities because of the work required by this agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all off-site improvements in accordance with the regulations, specifications, and ordinances of the said County of Clark, and the construction plans approved by Clark County Development Services Department.

The DEVELOPER shall obtain all required permits from other County, State, and Federal agencies, including but not limited to Clark County Health District, Nevada Department of Environmental Protection, and United States Army Corps of Engineers.

The COUNTY shall have the right to require corrections to the construction plans by the DEVELOPER at any time before release of the bond (performance bond, cash deposit, or agreement in lieu of bond) required herein, of any item or items contained in this agreement which do not conform to COUNTY standard specifications, laws, regulations or ordinances, even though the plans for the item in question may have been approved by the Director of Development Services.

The DEVELOPER shall start said off-site improvements upon receipt of a COUNTY-approved off-site permit and said off-site improvements shall be completed prior to expiration of said permit in accordance with the required ordinances.

In the event the DEVELOPER fails to complete said improvements within said period or in the event the DEVELOPER in the COUNTY's opinion has created a safety hazard, the COUNTY, at its option, may proceed to complete said improvements at the expense of the DEVELOPER. The COUNTY may use the required performance bond as provided for hereinafter.

7. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the above requirements, any and/or all such conditions, stipulations and agreements made by the DEVELOPER and the Board of County Commissioners and/or County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and the County of Clark.

The DEVELOPER shall maintain, protect and take care of all work areas for the project, including any adjacent existing improvements, until its completion and acceptance by Clark County. Maintenance of any inhabited area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and keeping the gutters free of dirt and debris.

During move-in, construction and move-off, the DEVELOPER shall keep the site free and clear from dangerous accumulation of rubbish and debris and shall maintain sufficient and proper barricades, lights, etc., in accordance with the latest manual on the placement of traffic control devices accepted by the Department of Development Services for the protection of the public. Also, after excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and in the opinion of the Director of Development Services is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director of Development Services may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way. If a detour is needed, the Director of Development Services shall determine to what extent it shall be maintained, which

shall include the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area (falling under this agreement) and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the Director of Development Services.

8. LIABILITY

The DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including but not limited to reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage is due to or arises in connection with or as a result of any work done by the DEVELOPER in connection with the construction of the off-site improvements, and/or arises of or in connection with DEVELOPER's performance or failure to perform the terms and conditions of this agreement. This Section 8 survives termination or completion of this agreement.

9. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS

Upon completion of all the off-site improvements within the COUNTY right-of-way required hereby and prior to release of any performance security, the DEVELOPER shall furnish the Director of Development Services with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

10. WARRANTY

The DEVELOPER is responsible should any original or developed defects or failures appear within a period of one year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director of Development Services and/or the Director of Public Works.

This agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the street improvements, including any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including but not limited to damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, (N.R.S. 11.204).

11. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

DEVELOPER shall furnish without cost to the COUNTY a surety and performance bond, cash deposit or agreement in lieu of bond for the full cost of said off-site improvements in favor of the COUNTY conditioned upon the DEVELOPER completing said off-site improvements within the time period prescribed by this agreement. Also, in the event the COUNTY exercises its option to complete said off-site improvements, that said bond, cash deposit or agreement in lieu of bond shall be used for the payment of the costs of completion of said off site improvements by the COUNTY in case the DEVELOPER fails to do so within said time period.

If the construction or installation of any off-site improvements or facilities for which a bond, cash deposit or agreement in lieu of bond is posted are not completed within the time frame of the off-site permit issued for the development; or if the DEVELOPER has suspended work and has failed to provide continued construction during the past 60 days; or if in the event the DEVELOPER, in the COUNTY's opinion, has created a safety hazard; or if such construction is not in accordance with applicable standards and specifications as prescribed by law, then, in either or any such event, the COUNTY may, at its option, proceed to complete said off site improvements at the expense of the DEVELOPER under this bond as provided for hereinafter.

That DEVELOPER acknowledges that the bond provided for in this agreement to construct the off-site improvements is only based upon an estimate of their cost by the Engineer of the County and in the event that actual cost of said off-site improvements shall exceed such sum, DEVELOPER is in no way relieved by this agreement from paying the entire amount of such excess.

Any application for release of said bond or cash deposit upon the completion of the off-site improvements by the DEVELOPER shall not be granted unless accompanied by a written certificate from the Director of Development Services stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this agreement.

12. CERTIFICATE OF OCCUPANCY

No certificates of occupancy shall be granted until such time as the off-site improvements have been completed to the satisfaction of the Director of Development Services, and in accordance with this agreement. The granting of a certificate of occupancy does not relieve DEVELOPER of its obligations in this agreement.

The granting of a certificate of occupancy does not imply that the off-site improvements have been properly completed nor authorize the release of the performance bond or other security.

13. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director of Development Services, of all of the off-site improvements required to be constructed by DEVELOPER as herein provided, DEVELOPER shall be issued a certificate of release of said performance bond or cash deposit, which shall be issued by the Director of Development Services.

14. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this agreement are undertaken solely to insure compliance with the terms of this agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. Provisions in this agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

15. ASSIGNMENTS

DEVELOPER cannot assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY and it is agreed that any attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void at the option of the COUNTY.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this agreement will be recorded upon the land described in Exhibit "A" and this agreement shall also be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors,

and assigns. DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. WAIVER

None of the conditions of this agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

STATE OF NEVADA)
COUNTY OF CLARK) SS

This instrument was acknowledged before me this
2nd day of October

2006, by Vin Vard, V.P. of Finance
Rhodes Ranch General Partnership

NOTARY PUBLIC in and for said County and State.

CORPORATION CERTIFICATE

I, _____, certify that I am
the Secretary of the Corporation named as
Developer in the foregoing document; that

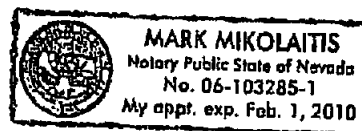
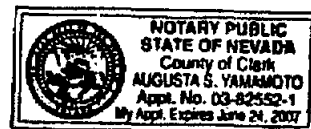
_____ was
then President/Vice President of said corporation;
that said document was duly signed for and on
behalf of said corporation by authority of its
governing body and is within the scope of its
corporate powers.

SECRETARY

DEVELOPER:

V.P. of Finance
Rhodes Ranch General Partnership

NOTARY STAMP:



— FOR COUNTY USE ONLY —

STATE OF NEVADA)
COUNTY OF CLARK) SS

Signed or attested before me on this 15th day
of NOVEMBER 2006 by
Robert B. Thompson

NOTARY PUBLIC in and for said County and State

COUNTY OF CLARK, a political subdivision
of the State of Nevada

BY Robert B. Thompson
ROBERT B. THOMPSON
DEPARTMENT OF DEVELOPMENT
SERVICES

BCC standard form approved July 16, 2002

Legal Description:
APN 176-08-201-011

The West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 8, Township 22 South, Range 60 East, Mount Diablo Meridian, Nevada.

Case 09-14814-lbr Claim 71-1 Part 3 Filed 09/25/09 Page 27 of 52

OSIA

20060327-0000426

APN: 176-17-301-006

HTE #: 06-8770

When recorded return to:
Bonding
Clark County Development Services
Civil Engineering Division

DIV

Fee: \$0.00

N/C Fee: \$0.00

03/27/2006

08:40:39

T20060053164

Requestor:

DEVELOPMENT SERVICES CLARK COUNTY

Frances Deane

ARO

Clark County Recorder

Pgs: 12



**CLARK COUNTY
DEPARTMENT OF DEVELOPMENT SERVICES**

OFF-SITE IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of March,
20 06, by and between:

Rhodes Ranch General Partnership

whose mailing address is:

4730 South Fort Apache Road, Suite #300

Las Vegas, NV 89147

(702) 873-5338

hereinafter referred to as DEVELOPER and CLARK COUNTY, NEVADA, hereinafter
referred to as COUNTY, for construction of off-site improvements at the following location:

Cross Streets: Seeliger Street / WIGWAM AVE

Assessor's Parcel Number: 176-17-301-006

WHEREAS, DEVELOPER has submitted a plan to the COUNTY for a

Roadway

(type of development); and

WHEREAS, the COUNTY requires construction of certain off-site
improvements as part of said development.

NOW, THEREFORE, the parties to this agreement for and in consideration of
the mutual promises herein contained and for other good and valuable considerations, do

hereby agreed as follows:

1. OFF-SITE IMPROVEMENTS

The DEVELOPER, at his own cost, shall perform and complete all off-site work and improvements which may consist of, but not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments,

PER HTE #06-8770

etc., hereinafter referred to as off-site improvements, said off-site improvements shall be constructed in accordance with applicable ordinances, regulations, standards and specifications, and other requirements of CLARK COUNTY, NEVADA.

2. PLANS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES

No off-site improvements shall commence until:

- (a) off-site improvement plans have been approved by the Director of DEVELOPMENT SERVICES or his authorized representative;
- (b) one-hundred percent (100%) of the plan-check and inspection fees have been paid;
- (c) performance security executed as required by CLARK COUNTY ordinances; and
- (d) an off-site permit has been issued by the Director of DEVELOPMENT SERVICES, or his authorized representative.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK

The DEVELOPER shall notify the Director of Development Services no less than 24 hours in advance of the date and hour work on any of the following items is expected to begin, and thereafter if conditions develop to delay the start of work, the DEVELOPER agrees to notify the Director of Development Services of the delay not less than two hours before work is scheduled to begin:

- Placing sewer, water, gas, power, telephone lines and fire hydrants.
- Back-filling of sewer, water, gas, power and telephone lines.
- Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations and alley gutters.

- Placing Type I and Type II gravel base course.
- Priming base course.
- Placing street lighting and burn testing.
- Placing street name signs and traffic control signs.

4. APPROVAL OF WORK AFTER INSPECTION

- (a) Whenever the Director of Development Services or his duly authorized representative inspects portion of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the Director of Development Services or his duly authorized representative shall issue a statement of inspection which shall permit the DEVELOPER to perform the next phase of the construction. Ordinarily, not less than one continuous block of any one of the items of work mentioned will be approved.
- (b) Inspection and approval of any item of work shall not forfeit the right of the COUNTY to require the corrections of quality, workmanship or materials at any time prior to the final acceptance of the project by the Director of Development Services, although previously approved by an oversight.
- (c) Nothing herein shall relieve the DEVELOPER of the responsibility for proper construction of the off-site improvements and DEVELOPER shall maintain said improvements until the work has been accepted by the Director of Development Services.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole expense, provide for adjustments necessary to all existing utilities because of the work required by this agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all off-site improvements in accordance with the regulations, specifications, and ordinances of the said County of Clark, and the construction plans approved by Clark County Development Services Department.

The DEVELOPER shall obtain all required permits from other County, State, and Federal agencies, including but not limited to Clark County Health District, Nevada Department of Environmental Protection, and United States Army Corps of Engineers.

The COUNTY shall have the right to require corrections to the construction plans by the DEVELOPER at any time before release of the bond (performance bond, cash deposit, or agreement in lieu of bond) required herein, of any item or items contained in this agreement which do not conform to COUNTY standard specifications, laws, regulations or ordinances, even though the plans for the item in question may have been approved by the Director of Development Services.

The DEVELOPER shall start said off-site improvements upon receipt of a COUNTY-approved off-site permit and said off-site improvements shall be completed prior to expiration of said permit in accordance with the required ordinances.

In the event the DEVELOPER fails to complete said improvements within said period or in the event the DEVELOPER in the COUNTY's opinion has created a safety hazard, the COUNTY, at its option, may proceed to complete said improvements at the expense of the DEVELOPER. The COUNTY may use the required performance bond as provided for hereinafter.

7. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the above requirements, any and/or all such conditions, stipulations and agreements made by the DEVELOPER and the Board of County Commissioners and/or County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and the County of Clark.

The DEVELOPER shall maintain, protect and take care of all work areas for the project, including any adjacent existing improvements, until its completion and acceptance by Clark County. Maintenance of any inhabited area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and keeping the gutters free of dirt and debris.

During move-in, construction and move-off, the DEVELOPER shall keep the site free and clear from dangerous accumulation of rubbish and debris and shall maintain sufficient and proper barricades, lights, etc., in accordance with the latest manual on the placement of traffic control devices accepted by the Department of Development Services for the protection of the public. Also, after excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and in the opinion of the Director of Development Services is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director of Development Services may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way. If a detour is needed, the Director of Development Services shall determine to what extent it shall be maintained, which

shall include the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area (falling under this agreement) and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the Director of Development Services.

8. LIABILITY

The DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including but not limited to reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage is due to or arises in connection with or as a result of any work done by the DEVELOPER in connection with the construction of the off-site improvements, and/or arises of or in connection with DEVELOPER's performance or failure to perform the terms and conditions of this agreement. This Section 8 survives termination or completion of this agreement.

9. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS

Upon completion of all the off-site improvements within the COUNTY right-of-way required hereby and prior to release of any performance security, the DEVELOPER shall furnish the Director of Development Services with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

10. WARRANTY

The DEVELOPER is responsible should any original or developed defects or failures appear within a period of one year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director of Development Services and/or the Director of Public Works.

This agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the street improvements, including any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including but not limited to damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, (N.R.S. 11.204).

11. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

DEVELOPER shall furnish without cost to the COUNTY a surety and performance bond, cash deposit or agreement in lieu of bond for the full cost of said off-site improvements in favor of the COUNTY conditioned upon the DEVELOPER completing said off-site improvements within the time period prescribed by this agreement. Also, in the event the COUNTY exercises its option to complete said off-site improvements, that said bond, cash deposit or agreement in lieu of bond shall be used for the payment of the costs of completion of said off site improvements by the COUNTY in case the DEVELOPER fails to do so within said time period.

If the construction or installation of any off-site improvements or facilities for which a bond, cash deposit or agreement in lieu of bond is posted are not completed within the time frame of the off-site permit issued for the development; or if the DEVELOPER has suspended work and has failed to provide continued construction during the past 60 days; or if in the event the DEVELOPER, in the COUNTY's opinion, has created a safety hazard; or if such construction is not in accordance with applicable standards and specifications as prescribed by law, then, in either or any such event, the COUNTY may, at its option, proceed to complete said off site improvements at the expense of the DEVELOPER under this bond as provided for hereinafter.

That DEVELOPER acknowledges that the bond provided for in this agreement to construct the off-site improvements is only based upon an estimate of their cost by the Engineer of the County and in the event that actual cost of said off-site improvements shall exceed such sum, DEVELOPER is in no way relieved by this agreement from paying the entire amount of such excess.

Any application for release of said bond or cash deposit upon the completion of the off-site improvements by the DEVELOPER shall not be granted unless accompanied by a written certificate from the Director of Development Services stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this agreement.

12. CERTIFICATE OF OCCUPANCY

No certificates of occupancy shall be granted until such time as the off-site improvements have been completed to the satisfaction of the Director of Development Services, and in accordance with this agreement. The granting of a certificate of occupancy does not relieve DEVELOPER of its obligations in this agreement.

The granting of a certificate of occupancy does not imply that the off-site improvements have been properly completed nor authorize the release of the performance bond or other security.

13. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director of Development Services, of all of the off-site improvements required to be constructed by DEVELOPER as herein provided, DEVELOPER shall be issued a certificate of release of said performance bond or cash deposit, which shall be issued by the Director of Development Services.

14. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this agreement are undertaken solely to insure compliance with the terms of this agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. Provisions in this agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

15. ASSIGNMENTS

DEVELOPER cannot assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY and it is agreed that any attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void at the option of the COUNTY.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this agreement will be recorded upon the land described in Exhibit "A" and this agreement shall also be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors,

and assigns. DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. WAIVER

None of the conditions of this agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

This instrument was acknowledged before me this

10th day of March

2006, by Paul Hungen

[Signature]

NOTARY PUBLIC in and for said County and State.

CORPORATION CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Developer in the foregoing document; that

_____ was then President/Vice President of said corporation; that said document was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SECRETARY

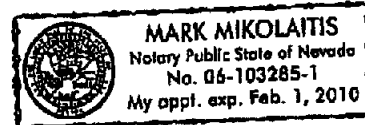
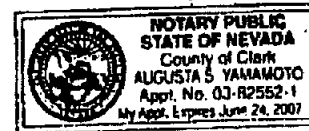
DEVELOPER:

Rhodes Ranch General Partnership

4730 S. Fort Apache Rd., Suite #300

Las Vegas, NV 89147

[Signature]
NOTARY STAMP:



-- FOR COUNTY USE ONLY --

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

Signed or attested before me on this 22nd day of March 2006 by

ROBERT B. THOMPSON

[Signature]

NOTARY PUBLIC in and for said County and State

COUNTY OF CLARK, a political subdivision of the State of Nevada

BY [Signature]

ROBERT B. THOMPSON
DEPARTMENT OF DEVELOPMENT
SERVICES

BCC standard form approved July 16, 2002

8 of 8



G. C. WALLACE, INC.

Engineers / Planners / Surveyors

APN# PT 176-17-301-006

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND BEING LINKED TO THE BOND ISSUED FOR THE IMPROVEMENTS ALONG SEELIGER STREET.

LEGAL DESCRIPTION

THAT PORTION OF "LOT 2" OF "RHODES RANCH PARCEL MAP" AS SHOWN BY MAP THEREOF ON FILE IN BOOK 103, PAGE 97 OF PLATS IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY NEVADA, LYING WITHIN THE NORTH HALF (N1/2) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID "LOT 2"; THENCE ALONG THE NORTHERLY LINE THEREOF, THE FOLLOWING ELEVEN (11) COURSES: SOUTH 26°40'18" EAST, 57.15 FEET; THENCE SOUTH 41°33'25" EAST, 100.75 FEET; THENCE SOUTH 65°13'51" EAST, 221.42 FEET; THENCE SOUTH 34°41'01" EAST, 158.80 FEET; THENCE SOUTH 55°00'00" EAST, 302.43 FEET; THENCE NORTH 89°50'36" EAST, 202.40 FEET; THENCE NORTH 78°12'19" EAST, 245.48 FEET; THENCE NORTH 85°46'23" EAST, 238.78 FEET; THENCE SOUTH 89°53'02" EAST, 238.78 FEET; THENCE SOUTH 85°32'34" EAST, 238.81 FEET; THENCE SOUTH 83°30'00" EAST, 403.05 FEET; THENCE SOUTH 19°07'17" EAST, 6.31 FEET; THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 32°41'47" WEST, 116.21 FEET; THENCE FROM A TANGENT BEARING SOUTH 32°05'44" EAST, CURVING TO THE RIGHT ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (THE RADIUS POINT OF WHICH BEARS SOUTH 57°54'16" WEST), THROUGH A CENTRAL ANGLE OF 34°00'49", AN ARC LENGTH OF 29.68 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 88°04'55" EAST; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 21°02'22", AN ARC LENGTH OF 36.72 FEET; THENCE SOUTH 19°07'17" EAST, 28.80 FEET; THENCE SOUTH 70°52'43" WEST, 101.84 FEET; THENCE NORTH 84°13'50" WEST, 388.59 FEET; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 2380.50 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 16°42'24", AN ARC LENGTH OF 694.12 FEET; THENCE SOUTH 79°10'31" WEST, 216.63 FEET; THENCE SOUTH 79°03'46" WEST, 156.06 FEET; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 1321.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 06°55'24", AN ARC LENGTH OF 159.62 FEET; THENCE SOUTH 85°59'10" WEST, 295.81 FEET; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A

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3/21/2006 By: ALC Ckd. By: BAM

1555 SOUTH RAINBOW BLVD. / LAS VEGAS, NEVADA 89146 / TELEPHONE: (702) 804-2000 / FAX: (702) 804-2299
SUMMERLIN OFFICE FAX: (702) 804-2295 • HENDERSON OFFICE FAX: (702) 804-2296

**G. C. WALLACE, INC.**

Engineers / Planners / Surveyors

1321.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 05°54'05", AN ARC LENGTH OF 136.06 FEET; THENCE NORTH 88°06'45" WEST, 109.27 FEET; THENCE NORTH 01°53'15" EAST, 77.50 FEET; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 16.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 22°01'28", AN ARC LENGTH OF 6.15 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 69°51'47" EAST; THENCE NORTH 88°06'45" WEST, 105.53 FEET; THENCE FROM A TANGENT BEARING SOUTH 35°15'16" WEST, CURVING TO THE LEFT ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE RADIUS POINT TO WHICH BEARS SOUTH 54°44'44" EAST), THROUGH A CENTRAL ANGLE OF 33°22'01", AN ARC LENGTH OF 11.65 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIDDEN MOUNTAIN AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THIRTY-SIX (36) COURSES: SOUTH 01°53'15" WEST, 382.00 FEET; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET TO WHICH A RADIAL LINE BEARS SOUTH 01°53'15" WEST; THENCE SOUTH 01°53'15" WEST, 60.00 FEET; THENCE FROM A TANGENT BEARING NORTH 88°06'45" WEST, CURVING TO THE LEFT ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE RADIUS POINT OF WHICH BEARS SOUTH 01°53'15" WEST), THROUGH A CENTRAL ANGLE OF 90°00'00", AND ARC LENGTH OF 31.42 FEET; THENCE SOUTH 01°53'15", 144.44 FEET; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 35°27'51", AN ARC LENGTH OF 371.38 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 52°38'54" EAST; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 85°22'28", AN ARC LENGTH OF 29.80 FEET TO A POINT WHICH A RADIAL LINE BEARS SOUTH 41°58'39" WEST; THENCE SOUTH 41°58'39" WEST, 60.00 FEET; THENCE FROM A TANGENT BEARING NORTH 48°01'21" WEST, CURVING TO THE LEFT ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY (THE RADIUS POINT OF WHICH BEARS SOUTH 41°58'39" WEST), THROUGH A CENTRAL ANGLE OF 85°2'28", AN ARC LENGTH OF 29.80 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 43°23'49" WEST; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 600.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 19°07'17", AN ARC LENGTH OF 200.24 TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 24°16'32" EAST; THENCE CURVING TO THE LEFT ALONG THE ARC OF 269.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 09°06'02", AN ARC LENGTH OF 42.73 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 33°22'34" WEST; THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 105.00 FOOT RADIUS

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3/21/2006 By: ALC Ckd. By: BAM

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SUMMERLIN OFFICE FAX: (702) 804-2295 • HENDERSON OFFICE FAX: (702) 804-2296

**G. C. WALLACE, INC.**

Engineers / Planners / Surveyors

CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 31°42'13", AN ARC LENGTH OF 58.10 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 01°40'21" EAST; THENCE CURVING TO THE LEFT ALONG A 269.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 09°06'02", AN ARC LENGTH OF 42.73 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 10°46'23" WEST; THENCE CURVING TO THE RIGHT ALONG A 600.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 2°52'59", AN ARC LENGTH OF 134.91 FEET; THENCE NORTH 87°53'24" WEST, 61.37 FEET; THENCE CURVING TO THE LEFT ALONG A 54.00 FOOT RADIUS CURVE; CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'07", AN ARC LENGTH OF 84.82 FEET TO A POINT OF CUSP TO WHICH A RADIAL LINE BEARS NORTH 87°53'31"; THENCE NORTH 02°06'29" EAST, 178.00 FEET TO A POINT OF CUSP; THENCE FROM A TANGENT BEARING SOUTH 02°06'29" WEST, CURVING TO THE LEFT, CONCAVE NORTHWESTERLY (THE RADIUS POINT OF WHICH BEARS SOUTH 87°53'31" EAST), THROUGH A CENTRAL ANGLE OF 89°59'53", AN ARC LENGTH OF 84.82 FEET; THENCE SOUTH 87°53'24" EAST, 61.38 FEET; THENCE CURVING TO THE LEFT ALONG A 530.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 20°05'03", AN ARC LENGTH OF 120.40 FEET TO A POINT OF COMPOUND CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 10°54'20" EAST; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 105.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 25°32'58", AN ARC LENGTH OF 46.82 TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 36°27'18" EAST; THENCE CURVING TO THE RIGHT ALONG A 46.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 37°51'40", AN ARC LENGTH OF 46.00 FEET TO A POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 24°08'36" EAST; THENCE CURVING TO THE LEFT ALONG A 105.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 25°32'58", AN ARC LENGTH OF 46.82 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 24°08'36" EAST; THENCE CURVING TO THE LEFT ALONG THE ARC OF A 530.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 18°15'11", AN ARC LENGTH OF 168.85 FEET TO A POINT OF COMPOUND CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 42°23'47" EAST; THENCE CURVING TO THE LEFT ALONG A 20.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 95°37'35", AN ARC LENGTH OF 33.38 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 41°58'39" EAST; THENCE NORTH 41°58'39" EAST, 60.00 FEET; THENCE FROM A TANGENT BEARING SOUTH 48°01'21" EAST, CURVING TO THE LEFT ALONG A 20.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY (THE RADIUS POINT OF WHICH BEARS NORTH 41°58'39" EAST), THROUGH A CENTRAL ANGLE OF 95°37'35", AN ARC LENGTH OF 33.38

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3/21/2008 By: ALC Ckd. By: BAM

1555 SOUTH RAINBOW BLVD. / LAS VEGAS, NEVADA 89146 / TELEPHONE: (702) 804-2000 / FAX: (702) 804-2299
SUMMERLIN OFFICE FAX: (702) 804-2295 • HENDERSON OFFICE FAX: (702) 804-2296

**G. C. WALLACE, INC.**

Engineers / Planners / Surveyors

FEET TO A POINT OF COMPOUND CURVATURE THROUGH WHICH A RADIAL LINE BEARS SOUTH 53°38'56" EAST; THENCE CURVING TO THE LEFT ALONG A 530.00 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 34°27'49", AN ARC LENGTH OF 318.80 FEET; THENCE NORTH 01°53'15" EAST, 626.44 FEET; THENCE CURVING TO THE LEFT ALONG A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 01°53'15" EAST; THENCE NORTH 01°53'15" EAST, 60.00 FEET; THENCE FROM A TANGENT BEARING SOUTH 88°06'45" EAST, CURVING TO THE LEFT ALONG A 20.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY (THE RADIUS POINT OF WHICH BEARS NORTH 01°53'15" EAST), THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET; THENCE NORTH 01°53'15" EAST, 224.05 FEET; THENCE CURVING TO THE LEFT ALONG A 965.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 11°04'39", AN ARC LENGTH OF 186.57 FEET; THENCE NORTH 09°11'24" WEST, 128.25 FEET; THENCE CURVING TO THE LEFT ALONG A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 88°31'36", AN ARC LENGTH OF 38.63 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SHERWOOD GREENS DRIVE THROUGH WHICH A RADIAL LINE BEARS NORTH 07°43'00" WEST; THENCE ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 07°43'00" WEST, 35.50 FEET; THENCE FROM A TANGENT BEARING NORTH 82°17'00" EAST, CURVING TO THE RIGHT ALONG A 525.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY (THE RADIUS POINT OF WHICH BEARS NORTH 07°43'00" WEST), THROUGH A CENTRAL ANGLE OF 18°57'18", AN ARC LENGTH OF 173.85 FEET TO THE POINT OF BEGINNING TO WHICH A RADIAL LINE BEARS SOUTH 26°40'18" EAST.

CONTAINING 20.95ACRES±.

R:\050 (Office)\Projects\754\016A\Legals\BondSign.doc
3/21/2006 By: ALC Ckd. By: BAM

1555 SOUTH RAINBOW BLVD. / LAS VEGAS, NEVADA 89146 / TELEPHONE: (702) 804-2000 / FAX: (702) 804-2299
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Bond
06-8770

**CLARK COUNTY DEPARTMENT OF DEVELOPMENT SERVICES
DEVELOPMENT OF OFF-SITE IMPROVEMENTS
PERFORMANCE BOND**

Bond # 08825616

That Rhodes Ranch General Partnership as
Principal, of 4730 S. Ft. Apache Rd, Ste. 300,
City of Las Vegas, NV,
County of Clark,
and Fidelity and Deposit Company of Maryland as Surety, a corporation incorporated and doing
business under the laws of the State of Maryland and licensed to
conduct, transact and issue Surety business in the State of Nevada, are held and firmly bound to
Clark County, Nevada, as Oblige, in the sum of One Million Five Hundred Twenty Thousand
One Hundred Thirty Seven and ⁷⁵/₁₀₀ (\$ 1,520,137.75) Dollars, for the payment of the sum
well and truly to be made, and jointly and severally bind themselves, their heirs, successors,
assigns, executors, administrators and legal representatives firmly by these presents.

CONDITIONS

1. Principal, as a condition of the development of the Rhodes Ranch Parcel 20-
Seeliger Street project,
entered into a written agreement or agreements ("improvement agreement(s)") with said
Obligee to complete the required improvements specified in said improvement agreement(s)
identified as Off-site improvements HTE # 06-8770, dated _____, and
_____, dated _____, and are attached hereto and by
this reference incorporated herein.
2. If Principal fully and completely performs all of its obligations required by the said improvement
agreement(s) during the original term thereof, or any extension of said term that may be
granted by the Oblige with or without notice to the Surety, this obligation shall be voided;
otherwise this obligation shall remain in full force and effect.
3. This obligation will continuously remain in full force and effect until and unless all of the
conditions in the said improvement agreement(s) are fulfilled and completed to the satisfaction
of the Oblige.
4. The provisions of this obligation shall be interpreted in manner consistent with the terms and
conditions of the improvement agreement(s) and the requirements of the Clark County Code,
including, but not limited to, Chapter 30.32, which by this reference is incorporated herein.
5. Surety hereby waives notice of any changes, modifications, or additions to the obligations
specified in said improvement agreement(s).

6. Any deviations, additions, or modifications to the obligations of the improvement agreement(s) may be made without the consent or knowledge of Surety and without in any way releasing Surety from liability under this bond.
7. In case of default by Principal, Surety may assure and complete or procure completion of the obligations of Principal, and Surety will be subrogated and entitled to all the rights and properties of Principal arising out of the improvement agreement(s).

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Westmont, Illinois, ~~Nevada~~, this March 9th, 2006.

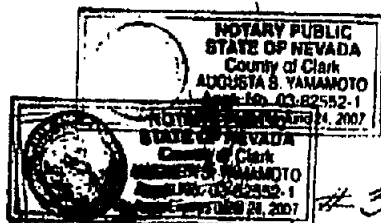
PRINCIPAL: Rhodes Ranch General Partnership

BY: [Signature]

State of Nevada
County of Clark

This instrument was acknowledged before me on 14th March, 2006, by Paul Huggins as CFO of Rhodes Ranch General Partnership (Principal).

[Signature]
NOTARY PUBLIC in and for said County and State.



BY: [Signature] #38440
Nevada Resident Agent

SURETY: Fidelity and Deposit Company of Maryland

BY: [Signature]
Kelly A. Jacobs, Attorney-in-Fact

State of ~~Nevada~~ Illinois
County of ~~Clark~~ DuPage

This instrument was acknowledged before me on March 9th, 2006, by Kelly A. Jacobs as Attorney-in-Fact for Fidelity and Deposit Company of Maryland (Surety).

[Signature]
NOTARY PUBLIC in and for said County and State. Melissa Schmidt



Brown & Brown Insurance of Nevada, Inc.
2340 Corporate Circle Drive, 2nd Floor
Henderson, NV 89074

BCC standard form approved 7/16/02.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof, and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Peggy EABST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSE, Jennifer J. MCCOMB, Elaine MARCUS, James MOORE, Dawn MORGAN and Mary Beth PETERSON, all of Countryside, Illinois, ~~EACH~~ its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its full and sole: ~~any and all bonds and undertakings~~, and the execution of such bonds and undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, in all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 6th day of March, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



T. E. Smith

T. E. Smith

Assistant Secretary

Paul C. Rogers

By:

Paul C. Rogers

Vice President

State of Maryland } ss: --
 City of Baltimore }

On this 6th day of March, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Sandra Lynn Mooney

Sandra Lynn Mooney

Notary Public

My Commission Expires: January 1, 2004

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI. Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI. Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI. Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 9th day of March, 2006


Assistant Secretary

20060327-0000425

APN: 163-31-401-006

HTE #: 05-50386

When recorded return to:
Bonding
Clark County Development Services
Civil Engineering Division

De

Fee: \$0.00

N/C Fee: \$0.00

03/27/2006

08:40:39

T20060053164

Requestor:

DEVELOPMENT SERVICES CLARK COUNTY

Frances Deane

ARO

Clark County Recorder Pgs: 9



CLARK COUNTY DEPARTMENT OF DEVELOPMENT SERVICES

OFF-SITE IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of March, 2006, by and between:

Rhodes Ranch General Partnership

whose mailing address is:

4730 South Fort Apache Road, Suite #300

Las Vegas, NV 89147

(702) 873-5338

hereinafter referred to as DEVELOPER and CLARK COUNTY, NEVADA, hereinafter referred to as COUNTY, for construction of off-site improvements at the following location:

Cross Streets: Sunset Road and Hualapai Way

Assessor's Parcel Number: 163-31-401-006

WHEREAS, DEVELOPER has submitted a plan to the COUNTY for a

Single Family Residential Homes

(type of development); and

WHEREAS, the COUNTY requires construction of certain off-site improvements as part of said development.

NOW, THEREFORE, the parties to this agreement for and in consideration of the mutual promises herein contained and for other good and valuable considerations, do

hereby agreed as follows:

1. OFF-SITE IMPROVEMENTS

The DEVELOPER, at his own cost, shall perform and complete all off-site work and improvements which may consist of, but not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments,

PER HTE # 05-50386

etc., hereinafter referred to as off-site improvements, said off-site improvements shall be constructed in accordance with applicable ordinances, regulations, standards and specifications, and other requirements of CLARK COUNTY, NEVADA.

2. PLANS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES

No off-site improvements shall commence until:

- (a) off-site improvement plans have been approved by the Director of DEVELOPMENT SERVICES or his authorized representative;
- (b) one-hundred percent (100%) of the plan-check and inspection fees have been paid;
- (c) performance security executed as required by CLARK COUNTY ordinances; and
- (d) an off-site permit has been issued by the Director of DEVELOPMENT SERVICES, or his authorized representative.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK

The DEVELOPER shall notify the Director of Development Services no less than 24 hours in advance of the date and hour work on any of the following items is expected to begin, and thereafter if conditions develop to delay the start of work, the DEVELOPER agrees to notify the Director of Development Services of the delay not less than two hours before work is scheduled to begin:

- Placing sewer, water, gas, power, telephone lines and fire hydrants.
- Back-filling of sewer, water, gas, power and telephone lines.
- Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations and alley gutters.

- Placing Type I and Type II gravel base course.
- Priming base course.
- Placing street lighting and burn testing.
- Placing street name signs and traffic control signs.

4. APPROVAL OF WORK AFTER INSPECTION

- (a) Whenever the Director of Development Services or his duly authorized representative inspects portion of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the Director of Development Services or his duly authorized representative shall issue a statement of inspection which shall permit the DEVELOPER to perform the next phase of the construction. Ordinarily, not less than one continuous block of any one of the items of work mentioned will be approved.
- (b) Inspection and approval of any item of work shall not forfeit the right of the COUNTY to require the corrections of quality, workmanship or materials at any time prior to the final acceptance of the project by the Director of Development Services, although previously approved by an oversight.
- (c) Nothing herein shall relieve the DEVELOPER of the responsibility for proper construction of the off-site improvements and DEVELOPER shall maintain said improvements until the work has been accepted by the Director of Development Services.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole expense, provide for adjustments necessary to all existing utilities because of the work required by this agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all off-site improvements in accordance with the regulations, specifications, and ordinances of the said County of Clark, and the construction plans approved by Clark County Development Services Department.

The DEVELOPER shall obtain all required permits from other County, State, and Federal agencies, including but not limited to Clark County Health District, Nevada Department of Environmental Protection, and United States Army Corps of Engineers.

The COUNTY shall have the right to require corrections to the construction plans by the DEVELOPER at any time before release of the bond (performance bond, cash deposit, or agreement in lieu of bond) required herein, of any item or items contained in this agreement which do not conform to COUNTY standard specifications, laws, regulations or ordinances; even though the plans for the item in question may have been approved by the Director of Development Services.

The DEVELOPER shall start said off-site improvements upon receipt of a COUNTY-approved off-site permit and said off-site improvements shall be completed prior to expiration of said permit in accordance with the required ordinances.

In the event the DEVELOPER fails to complete said improvements within said period or in the event the DEVELOPER in the COUNTY's opinion has created a safety hazard, the COUNTY, at its option, may proceed to complete said improvements at the expense of the DEVELOPER. The COUNTY may use the required performance bond as provided for hereinafter.

7. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the above requirements, any and/or all such conditions, stipulations and agreements made by the DEVELOPER and the Board of County Commissioners and/or County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and the County of Clark.

The DEVELOPER shall maintain, protect and take care of all work areas for the project, including any adjacent existing improvements, until its completion and acceptance by Clark County. Maintenance of any inhabited area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and keeping the gutters free of dirt and debris.

During move-in, construction and move-off, the DEVELOPER shall keep the site free and clear from dangerous accumulation of rubbish and debris and shall maintain sufficient and proper barricades, lights, etc., in accordance with the latest manual on the placement of traffic control devices accepted by the Department of Development Services for the protection of the public. Also, after excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and in the opinion of the Director of Development Services is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director of Development Services may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way. If a detour is needed, the Director of Development Services shall determine to what extent it shall be maintained, which

shall include the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area (falling under this agreement) and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the Director of Development Services.

8. LIABILITY

The DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including but not limited to reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage is due to or arises in connection with or as a result of any work done by the DEVELOPER in connection with the construction of the off-site improvements, and/or arises of or in connection with DEVELOPER's performance or failure to perform the terms and conditions of this agreement. This Section 8 survives termination or completion of this agreement.

9. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS

Upon completion of all the off-site improvements within the COUNTY right-of-way required hereby and prior to release of any performance security, the DEVELOPER shall furnish the Director of Development Services with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

10. WARRANTY

The DEVELOPER is responsible should any original or developed defects or failures appear within a period of one year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director of Development Services and/or the Director of Public Works.

This agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the street improvements, including any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including but not limited to damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, (N.R.S. 11.204).

11. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

DEVELOPER shall furnish without cost to the COUNTY a surety and performance bond, cash deposit or agreement in lieu of bond for the full cost of said off-site improvements in favor of the COUNTY conditioned upon the DEVELOPER completing said off-site improvements within the time period prescribed by this agreement. Also, in the event the COUNTY exercises its option to complete said off-site improvements, that said bond, cash deposit or agreement in lieu of bond shall be used for the payment of the costs of completion of said off site improvements by the COUNTY in case the DEVELOPER fails to do so within said time period.

If the construction or installation of any off-site improvements or facilities for which a bond, cash deposit or agreement in lieu of bond is posted are not completed within the time frame of the off-site permit issued for the development; or if the DEVELOPER has suspended work and has failed to provide continued construction during the past 60 days; or if in the event the DEVELOPER, in the COUNTY's opinion, has created a safety hazard; or if such construction is not in accordance with applicable standards and specifications as prescribed by law, then, in either or any such event, the COUNTY may, at its option, proceed to complete said off site improvements at the expense of the DEVELOPER under this bond as provided for hereinafter.

That DEVELOPER acknowledges that the bond provided for in this agreement to construct the off-site improvements is only based upon an estimate of their cost by the Engineer of the County and in the event that actual cost of said off-site improvements shall exceed such sum, DEVELOPER is in no way relieved by this agreement from paying the entire amount of such excess.

Any application for release of said bond or cash deposit upon the completion of the off-site improvements by the DEVELOPER shall not be granted unless accompanied by a written certificate from the Director of Development Services stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this agreement.

12. CERTIFICATE OF OCCUPANCY

No certificates of occupancy shall be granted until such time as the off-site improvements have been completed to the satisfaction of the Director of Development Services, and in accordance with this agreement. The granting of a certificate of occupancy does not relieve DEVELOPER of its obligations in this agreement.

The granting of a certificate of occupancy does not imply that the off-site improvements have been properly completed nor authorize the release of the performance bond or other security.

13. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director of Development Services, of all of the off-site improvements required to be constructed by DEVELOPER as herein provided, DEVELOPER shall be issued a certificate of release of said performance bond or cash deposit, which shall be issued by the Director of Development Services.

14. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this agreement are undertaken solely to insure compliance with the terms of this agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. Provisions in this agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

15. ASSIGNMENTS

DEVELOPER cannot assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY and it is agreed that any attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void at the option of the COUNTY.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this agreement will be recorded upon the land described in Exhibit "A" and this agreement shall also be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors,

and assigns. DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. WAIVER

None of the conditions of this agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

This instrument was acknowledged before me this

16th day of March
2006, by Paul Hingens

[Signature]
NOTARY PUBLIC in and for said County and State.

CORPORATION CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Developer in the foregoing document; that

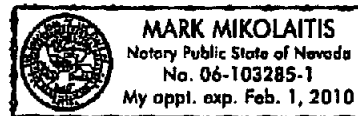
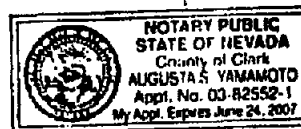
_____ was then President/Vice President of said corporation; that said document was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SECRETARY

DEVELOPER:

Rhodes Ranch General Partnership
4730 S. Fort Apache Road, Suite #300
Las Vegas, NV 89147

NOTARY STAMP:



— FOR COUNTY USE ONLY —

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

Signed or attested before me on this 22nd day
of MARCH 2006 by

Robert B. Thompson
NOTARY PUBLIC in and for said County and State

COUNTY OF CLARK, a political subdivision
of the State of Nevada

BY [Signature]
ROBERT B. THOMPSON
DEPARTMENT OF DEVELOPMENT
SERVICES

BCC standard form approved July 16, 2002



G. C. WALLACE, INC.
Engineers / Planners / Surveyors

APN# 163-31-401-006

EXPLANATION: THIS LEGAL DESCRIBES THE OVERALL BOUNDARY OF
"SOUTHWEST RANCH PARCEL 11".

LEGAL DESCRIPTION

ALL OF GOVERNMENT LOT 34 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 60 EAST,
M.D.M., CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE ALONG
THE SOUTHERLY LINE THEREOF, NORTH 89°16'12" EAST, 223.31 FEET TO THE **POINT
OF BEGINNING**; THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 00°51'53" EAST,
685.77 FEET; THENCE NORTH 89°20'16" EAST, 339.03 FEET; THENCE SOUTH 00°50'45"
WEST, 685.37 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 31;
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°16'12" WEST, 339.27 FEET TO THE
POINT OF BEGINNING.

CONTAINING 5.33 ACRES±.

GERALD L. HOLTON, PLS
NEVADA LICENSE NO. 13290
EXPIRES: JUNE 30, 2005

C:\Documents and Settings\brass\Local Settings\Temporary Internet Files\OLK3A\SWRP11.doc
3/21/2006 By: FAP Ckd. By: JGK

1555 SOUTH RAINBOW BLVD. / LAS VEGAS, NEVADA 89146 / TELEPHONE: (702) 804-2000 / FAX: (702) 804-2299
SUMMERLIN OFFICE FAX: (702) 804-2295 • HENDERSON OFFICE FAX: (702) 804-2296



Bond
05-50386

**CLARK COUNTY DEPARTMENT OF DEVELOPMENT SERVICES
DEVELOPMENT OF OFF-SITE IMPROVEMENTS
PERFORMANCE BOND**

Bond No. 08825615

That Rhodes Ranch General Partnership as
Principal, of 4730 S. Fort Apache, Ste. 300,
City of Las Vegas, NV,
County of Clark,
and Fidelity and Deposit Company of Maryland as Surety, a corporation incorporated and doing
business under the laws of the State of Maryland and licensed to
conduct, transact and issue Surety business in the State of Nevada, are held and firmly bound to
Clark County, Nevada, as Obligee, in the sum of Eight Hundred Thirteen Thousand Seven Hundred
Thirty Seven and 39/100 (\$ 813,737.39) Dollars, for the payment of the sum
well and truly to be made, and jointly and severally bind themselves, their heirs, successors,
assigns, executors, administrators and legal representatives firmly by these presents.

CONDITIONS

1. Principal, as a condition of the development of the Southwest Ranch Parcel II project,
entered into a written agreement or agreements ("improvement agreement(s)") with said
Obligee to complete the required improvements specified in said improvement agreement(s)
identified as off-site improvements HTE # 05-50386, dated _____, and
_____, dated _____, and are attached hereto and by
this reference incorporated herein.
2. If Principal fully and completely performs all of its obligations required by the said improvement
agreement(s) during the original term thereof, or any extension of said term that may be
granted by the Obligee with or without notice to the Surety, this obligation shall be voided;
otherwise this obligation shall remain in full force and effect.
3. This obligation will continuously remain in full force and effect until and unless all of the
conditions in the said improvement agreement(s) are fulfilled and completed to the satisfaction
of the Obligee.
4. The provisions of this obligation shall be interpreted in manner consistent with the terms and
conditions of the improvement agreement(s) and the requirements of the Clark County Code,
including, but not limited to, Chapter 30.32, which by this reference is incorporated herein.
5. Surety hereby waives notice of any changes, modifications, or additions to the obligations
specified in said improvement agreement(s).

6. Any deviations, additions, or modifications to the obligations of the improvement agreement(s) may be made without the consent or knowledge of Surety and without in any way releasing Surety from liability under this bond.
7. In case of default by Principal, Surety may assure and complete or procure completion of the obligations of Principal, and Surety will be subrogated and entitled to all the rights and properties of Principal arising out of the improvement agreement(s).

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Westmont, Illinois, ~~Nevada~~, this March 6, 2006.

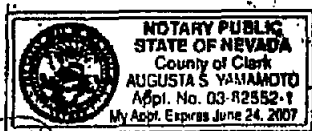
Rhodes Ranch General
PRINCIPAL: Partnership

BY: [Signature]

State of Nevada
County of Clark

This instrument was acknowledged before me on 14th March, 2006, by Paul Hinggens as CFO of Rhodes Ranch General Partnership (Principal).

NOTARY PUBLIC in and for said County and State.



BY: [Signature]
ROSE M. CREIGHTON Nevada Resident Agent

BCC standard form approved 7/16/02.

Fidelity and Deposit Company
SURETY: of Maryland

BY: [Signature]

Kelly A. Jacobs, Attorney-in-Fact

State of ~~Nevada~~ Illinois
County of ~~Clark~~ DuPage

This instrument was acknowledged before me on March 6, 2006, by Kelly A. Jacobs as Attorney-in-Fact for Fidelity and Deposit Company of Maryland (Surety).

NOTARY PUBLIC in and for said County and State.



Brown and Brown Insurance of Nevada
2340 Corporate Circle
Henderson, NV 89074-7732

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Peggy EAST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSE, Jennifer J. MCCOMB, Elaine MARCUS, James L. MOORE, Dawn MORGAN and Mary Beth PETERSON**, all of Countryside, Illinois, **EACH** its true and lawful Agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its full and deed: **any and all bonds and undertakings**, and the execution of such bonds and undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 6th day of March, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



T. E. Smith
T. E. Smith

T. E. Smith
Assistant Secretary

By:

Paul C. Rogers
Paul C. Rogers

Paul C. Rogers
Vice President

State of Maryland }
City of Baltimore } ss:

On this 6th day of March, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Sandra Lynn Mooney

Sandra Lynn Mooney

Notary Public

My Commission Expires: January 1, 2004

POA-F 036-0013A

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 6th day of March, 2006.


Assistant Secretary